

§ 143-143.18. Warranty service.

(a) When a service agreement exists between or among a manufacturer, dealer and supplier to provide warranty service, the agreement shall specify which party is to remedy warranty defects. Every service agreement shall be in writing. Nothing contained in such an agreement shall relieve the responsible party, as provided by this Part, of responsibility to perform warranty service. However, any licensee undertaking by such agreement to perform the warranty service obligations of another shall thereby himself become responsible both to that other licensee and to the buyer for his failure adequately to perform as agreed.

(b) When no service agreement exists for warranty service, the responsible party as designated by this Part is responsible for remedying the warranty defect.

(c) A substantial defect shall be remedied within 45 days after the receipt of written notification from the claimant. If no written notification is given, the defect shall be remedied within 45 days after the mailing of notification by the Board, unless the claim is unreasonable or bona fide reasons exist for not remedying the defect within the 45-day period. The responsible party shall respond to the claimant in writing with a copy to the Board stating its reasons for not promptly remedying the defect and stating what further action is contemplated by the responsible party. Notwithstanding the foregoing provisions of this subsection, defects, which constitute an imminent safety hazard to life and health shall be remedied within five working days of receipt of the written notification of the warranty claim. An imminent safety hazard to life and health shall include but not be limited to (i) inadequate heating in freezing weather; (ii) failure of sanitary facilities; (iii) electrical shock, leaking gas; or (iv) major structural failure. The Board may suspend this five-day time period in the event of widespread defects or damage resulting from adverse weather conditions or other natural catastrophes.

(d) When the person remedying the defect is not the responsible party as designated by the provisions of this Part, he shall be entitled to reasonable compensation paid to him by the responsible party. Conduct that coerces or requires a nonresponsible party to perform warranty service is a violation of this Part.

(e) Warranty service shall be performed at the site at which the manufactured home is initially delivered to the buyer, except for components which can be removed for service without substantial expense or inconvenience to the buyer.

(f) Any dealer, manufacturer or supplier may complain to the Board when warranty service obligations under this Part are not being enforced. (1981, c. 952, s. 2; 1987, c. 429, ss. 17, 19; 1999-393, s. 1; 2005-451, s. 1.)